

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

KINGS DODGE, INC.

Plaintiff,

v.

CHRYSLER GROUP, LLC

Defendant.

Case No. 1:12-cv-445

(Judge Timothy S. Black)

NOTICE OF RE-FILING OF
DECLARATION OF ROBERT C.
REICHERT, ESQ. TO INCLUDE
PREVIOUSLY OMITTED EXHIBITS

Plaintiff hereby re-files the Declaration of Robert C. Reichert, Esq. ("Declaration") with the Court for use in all proceedings, including trial. The Declaration is unchanged from that which was filed on October 2, 2013. However, the exhibits referenced in the Declaration were previously and unintentionally omitted and are now attached to the Declaration. The Declaration was previously filed under Tab I in the Appendix of Relevant Documents in Support of Plaintiff Kings Dodge, Inc.'s Motion for Summary Judgment, at Document # 36-4, Page ID 1781-84.

Respectfully submitted,

/s/ Curtis L. Cornett

Curtis L. Cornett (0062116)

Cors & Bassett, LLC

537 E. Pete Rose Way, Suite 400

Cincinnati, Ohio 45202

Phone: 513.852.8226

Fax: 513.852.8222

clc@corsbassett.com

Trial Attorney for Plaintiff Kings Dodge, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on October 7, 2013, a copy of the foregoing was filed electronically. Notice of this filing will be sent to Kurt R. Hunt, Esq., DINSMORE & SHOHL LLP, Robert D. Cultice, Esq., and Lucy Heenan Ewins, Esq., WILMER CUTLER PICKERING HALE AND DORR LLP, attorneys for defendant Chrysler Group, LLC, by operation of the Court's electronic filing system.

/s/ Curtis L. Cornett

Curtis L. Cornett

TAB I

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

KINGS DODGE, INC.

Plaintiff,

CHRYSLER GROUP, LLC

Defendant.

Case No. 1:12-cv-445

(Judge Timothy S. Black)

DECLARATION OF ROBERT C.
REICHERT, ESQ.

I, Robert C. Reichert, Esq., hereby make the following declaration under penalty of perjury:

1. I am of legal age and am competent to testify to the matters herein based on personal knowledge.
2. I am the majority owner, President, and General Counsel of Kings Dodge, Inc. ("Kings Dodge"), the plaintiff in this action. In this capacity, I regularly review the monthly and annual financial statements of Kings Dodge and I am knowledgeable about the rates that Kings Dodge charges its retail customers for parts used in retail repairs.
3. Kings Dodge has not raised the prices it charges for parts used in retail repairs at any time since August 30, 2011. In the late Spring/early Summer of 2013, Chrysler Group, LLC ("Chrysler") performed an analysis of retail repair orders submitted by Kings Dodge and Chrysler determined that Kings Dodge charges its retail customers dealer cost plus 59.13% for parts. If Chrysler would have engaged in the same analysis when Kings Dodge requested such an increase from Chrysler via my August 30, 2011 letter sent to Chrysler, and then provided Chrysler with the 200

consecutive retail repair orders it required, Chrysler would have arrived at the same conclusion since Kings Dodge did not change its parts pricing to retail customers from August 30, 2011.

4. Attached hereto as Exhibit 1 are true and accurate copies of the following financial statements: Kings Dodge's financial statement (pg. 4) ending December 31, 2011; Kings Dodge's financial statement (pg. 4) ending December 31, 2012; and Kings Dodge's financial statement (pg. 5) ending June 30, 2013.
5. From December 1, 2011 through June 30, 2013, the time period captured by the attached financial statements, Chrysler reimbursed Kings Dodge a total of \$953,984 for parts used in warranty repairs by Kings Dodge at a rate of dealer cost plus 40%, which is Chrysler's default reimbursement rate for warranty parts. The above number is arrived at by adding together lines 23 and 24 of the financial statement ending December 31, 2011 (monthly "P&A Service Contracts – Mechanical" and monthly "P&A Warranty – Mechanical") and lines 571 and 572 of the financial statements ending December 31, 2012 and June 30, 2013 (year-to-date "P&A Service Contracts – Mechanical" and year-to-date "P&A Warranty – Mechanical").
6. Had Chrysler reimbursed Kings Dodge at the rate of dealer cost plus 59.13% for warranty parts from December 1, 2011 through June 30, 2013, Chrysler would have reimbursed Kings Dodge a total of \$1,084,338, over the above period of time. Accordingly, the difference between the amount Chrysler reimbursed Kings Dodge for parts used in warranty work from

December 1, 2011 through June 30, 2013 and the amount Kings Dodge submits that Chrysler should have paid Kings Dodge for parts used in warranty work for the same period of time equals \$130,354 (\$1,084,338 - \$953,984).

7. It is not possible to accurately calculate the 13 days in July 2013 that Chrysler did not reimburse Kings Dodge for warranty parts at dealer cost plus 59.13%, so I did not include those days in my damage calculation.

I hereby declare, under penalty of perjury, that the foregoing statements, and the attached exhibit, are true and correct to the best of my knowledge.

Date: _____

9/30/2013


Robert C. Reichert, Esq.

KINGS DODGE INC									
31 DEC 2011 43664									
DEPARTMENTAL GROSS PROFIT ANALYSIS									
LINE NO	SALES	MONTH GROSS PROFIT	R.O. NO'S	Q.P. % SALES	ACCOUNT	NO	SALES	GROSS PROFIT	R.O. NO'S
1	157610	105565	673	67.0	CUSTOMER LABOR MECHANICAL	150	1951301	1317300	8803
2	8734	4561	883	52.2	QUICK SERVICE LABOR MECHANICAL	158	96277	51097	8230
3	5869	3992	122	88.0	SERVICE CONTRACTOR LABOR - MECHANICAL	151	102307	67823	1750
4	23163	16087	284	69.5	WARRANTY LABOR MECHANICAL	153	346040	229239	4287
5	8656	6596	100	76.2	ROAD TRUCK LABOR	151	106786	79196	1314
6	32408	20309	445	62.7	LABOR - INTERNAL MECHANICAL	154	415265	252541	7279
7					CUSTOMER LABOR NON-AUTO	155	170	50	229
8	3712	357		9.6	BURLET WORK MECHANICAL	156	59122	4902	03
9	3932	41		1.0	BURLET WORK - WARRANTY MECH	157	41320	410	10
10	1410	130	16	9.2	SERVICE CONTRACTS SOLD ON BUY LANE	158	125176	39350	270
11					UNAPPLIED VARIANCE LABOR MECH	MMO			
12	245494	157538		64.2	TOTAL MECHANICAL DEPARTMENT		3243764	2041088	62.9
13					CUSTOMER LABOR - BODY & PAINT	160			
14					WARRANTY LABOR - BODY & PAINT	162			
15					LABOR INTERNAL - BODY & PAINT	163			
16					BURLET WORK - BODY & PAINT	164			
17					BURLET WORK - WARRANTY B & P	165			
18					BODY & PAINT SHOP MATERIALS	166			
19					UNAPPLIED VARIANCE LABOR B & P	MMO			
20					TOTAL BODY & PAINT DEPARTMENT				
21	142867	52822		37.0	P&A - CUST R.O. MECHANICAL	170	1002753	710934	37.4
22	26669	2744		10.3	P&A - QUICK SERVICE - OIL - LUBRICANTS	176	270927	31675	11.7
23	9273	2474		26.7	P&A - SERVICE CONTRACTS - MECH	171	220034	59678	27.1
24	34481	9462		27.4	P&A - WARRANTY - MECHANICAL	178	506504	130958	25.9
25	26474	6387	336	25.1	P&A - COUNTER RETAIL	173	228146	67791	3520
26	100657	18474	848	18.4	P&A - COUNTER WHOLESALE	174	1213868	204184	10464
27	26067	4945		19.0	P&A - INTERNAL MECHANICAL	175	406243	65100	16.0
28					P&A - REPAIR ORDERS - BODY & PAINT	180			
29					P&A - WARRANTY - BODY & PAINT	182			
30					P&A - INTERNAL - BODY & PAINT	183			
31					SERVICE CONT. SALES AT PARTS COUNTER	177			
32		20081			PURCHASE DISCOUNTS - P&A	186C		177524	
33		328			WHOLESALE ALLOWANCE	186P		6798	
34					P&A - INVENTORY ADJUSTMENTS	187G			
35					TIRES AND TUBES	190			
36					NON-AUTO & MISCELLANEOUS	196			
37	365488	117717		32.2	TOTAL P & A DEPARTMENT		4748475	1454642	30.6
38	5390854	720664			TOTAL ALL DEPARTMENTS		52295261	7494788	
OTHER INCOME									
41	ACCOUNT	ACCT NO	MONTH BALANCE ONLY	YEAR-TO-DATE MONTHS ONLY	ACCOUNT	ACCT NO	MONTH BALANCE ONLY	YEAR-TO-DATE MONTHS ONLY	
42	CASH DISCOUNTS EARNED	601	236	2989	CASH DISCOUNTS ALLOWED	701			
43	INTEREST EARNED	603			RENTALS	704			
44	GAIN ON DISPOSAL OF CAP ASSETS	608			LOSS ON DISPOSAL OF CAP ASSETS	708			
45	MISCELLANEOUS INCOME	609	8991	10597	MISCELLANEOUS DEDUCTIONS	709	9035	111522	
46	LIFO ADJUSTMENT	610			LIFO ADJUSTMENT	710			
47	VEHICLE LEASE & RENTAL INCOME	615			VEHICLE LEASE & RENTAL EXPENSE	715			
48	TOTAL OTHER INCOME		9227	108963	TOTAL OTHER DEDUCTIONS		9035	111522	
RECEIVABLE ANALYSIS									
50	AGE ANALYSIS		TOTAL RECEIVABLE	1 - 30 days	31 - 60 days	61 - 90 days	91 - 120 days	121 days & OVER	ALLOW FOR DOUTS
51	SERVICE & PARTS ACCTS (P-1, L-4)		250370	239457	2001	1202	194	7516	
52	VEHICLE ACCOUNTS (P-1, L-4)		245869	245869					
53	CUSTOMER NOTES (P-1, L-10)								
54	OTHER RECEIVABLES (P-1, L-11)		933	933					
55	WARRANTY SERVICE AND TRF (P-1, L-12)		26413	27839	673		14	85	
56	WARRANTY SUSPENSE (MEMO)								
57	OFFICERS & EMP ACCTS (P-1, L-56)								
USED VEHICLE INVENTORY ANALYSIS									
60	CARS LESS CPON		1 - 30 days	21 - 30 days	OVER 30 days	TRUCKS LESS CPON	1 - 30 days	21 - 30 days	OVER 30 days
61	UNITS	52	25	5	22	61	29	8	24
62	DOLLARS	484595	193161	52296	239138	619286	222998	70221	326067
63	CPON CARS		1 - 30 days	21 - 30 days	OVER 30 days	CPON TRUCKS	1 - 30 days	21 - 30 days	OVER 30 days
64	UNITS	3	1		2	7	1		6
65	DOLLARS	48429	13326		35101	148388	28949		119440
NEW VEHICLE INVENTORY ANALYSIS									
66	PASSENGER CAR				TRUCK				OTHER
67	VEHICLE LINES	UNITS	VEHICLE LINES	UNITS	VEHICLE LINES	UNITS	VEHICLE LINES	UNITS	VEHICLE LINES
68	CHARGER	17	CHARGER	14	GRAND CARAVAN	11	GRAND CARAVAN	10	GRAND CARAVAN
69	PIAT 500				TOWN & COUNTRY	32	TOWN & COUNTRY	25	TOWN & COUNTRY
70	PIAT 500 CABRIO		300 SERIES	24					
71			CHALLENGER	9					
72	GRAND CHALLENGER								
73	WENTZ FOR SEAN	17							
74	SEAN FOR SEAN		WENTZ						
75	SEAN FOR SEAN	52							
76	SEAN FOR SEAN								

EXHIBIT

1

00609

00608

KINGS DODGE INC										30 JUN 2013		43664		PAGE 1					
2013 STATEMENT OF INCOME AND EXPENSE																			
LINE NO	MTD DOLLARS				GP % SALES	ACCOUNT		YTD DOLLARS				GP % SALES							
	SALES	GROSS	# B'S WRITTEN	NAME		NO	SALES	GROSS	# B'S WRITTEN										
1	160651	109942	800	68.4	CUSTOMER LABOR MECHANICAL	560	831342	560978	4134	67.5									
2	13866	9776	745	70.5	QUICK SERVICE LABOR MECHANICAL	558	114426	75023	4720	65.6									
3	6062	4295	90	70.9	SERVICE CONTRACTS LABOR MECH	551	42820	29406	574	68.7									
4	27472	19427	318	70.7	WARRANTY LABOR MECHANICAL	552	169958	118632	2131	69.8									
5	7705	5822	84	75.6	ROAD READY LABOR	563	51775	38896	573	75.1									
6	44597	30271	584	67.9	LABOR INTERNAL MECHANICAL	554	244567	158133	2891	64.7									
7					MOPAR EXPRESS LANE TOTAL LABOR	5647													
8					CUSTOMER LABOR REPAIRS MECHANICAL	555													
9	5158	664		12.9	SUBLET WORK MECHANICAL	559	22560	2966		13.1									
10	2226	114		5.1	SUBLET WORK WARRANTY MECH	557	16469	96		0.6									
11	6723	2143	6	31.9	SERVICE CONTRACTS SOLD IN SERVICE	568	34872	8031	67	23.0									
12		10711			UNAPPLIED WARRANTY LABOR MECHANICAL	5590		76616											
13	274460	171743		62.6	TOTAL MECHANICAL DEPT		1528789	915353		59.9									
14					CUSTOMER LABOR BODY & PAINT	560													
15					WARRANTY LABOR BODY & PAINT	562													
16					LABOR INTERNAL BODY & PAINT	563													
17					SUBLET WORK BODY & PAINT	564													
18					SUBLET WORK WARRANTY BODY & PAINT	565													
19					BODY & PAINT SHOP MATERIALS	566													
20					UNAPPLIED WARRANTY LABOR BODY & PAINT	5670													
21					TOTAL BODY & PAINT DEPT														
22	155179	59113		38.1	CUSTOMER REPAIRS ORDER MECHANICAL P & A	576	811821	295686		36.4									
23	25856	4928		19.1	P & A QUICK SERVICE OIL LUBRICANTS	576	176783	27339		15.5									
24	9981	2632		26.4	SERVICE CONTRACTS ORDER MECHANICAL P & A	577	73337	20717		28.2									
25	37817	10652		28.2	WARRANTY MECHANICAL P & A	577	219780	62056		28.2									
26	19312	4642	283	24.0	COUNTER RETAIL P & A	573	109129	31816	1527	29.2									
27	189140	13303	2453	7.0	COUNTER WHOLESALE P & A	574	1132672	81629	14798	7.2									
28	48499	7293		15.0	INTERNAL MECHANICAL P & A	575	235370	37831		16.1									
29					MOPAR EXPRESS LANE TOTAL PARTS (LINE 53)														
30					REPAIR ORDERS BODY & PAINT P & A	580													
31					WARRANTY BODY & PAINT P & A	582													
32					INTERNAL BODY & PAINT P & A	583													
33					SERVICE CONTRACT SALES AT PARTS COUNTER	577													
34		31805			PURCHASE DISCOUNTS P & A	585E		169786											
35		5329			WHOLESALE ALLOWANCE	586E		18827											
36					INVENTORY ADJUSTMENT P & A	587G													
37	21610	3916		18.1	TIRE AND TUBE P & A	580	35850	6510		18.2									
38					NON-AUTO & MISCELLANEOUS P & A	585				26.9									
39	507394	143613		28.3	TOTAL P & A DEPT		2794742	752197											
40					TOTAL ALL DEPARTMENTS (PG 515M + PG 418M + PG 513, 521 & 528)		31010831	3974883											
41	6262944	777310																	
42					MOPAR EXPRESS LANE LABOR AND PARTS														
43					MOPAR EXPRESS LANE CP LABOR	596													
44					MOPAR EXPRESS LANE SERV CONTRACT LABOR	597													
45					MOPAR EXPRESS LANE WARRANTY LABOR	598													
46					MOPAR EXPRESS LANE INTERNAL LABOR	599													
47					MOPAR EXPRESS LANE TOTAL LABOR														
48																			
49					MOPAR EXPRESS LANE CP PARTS	597													
50					MOPAR EXPRESS LANE SERV CONTRACT PARTS	598													
51					MOPAR EXPRESS LANE WARRANTY PARTS	599													
52					MOPAR EXPRESS LANE INTERNAL PARTS	594													
53					MOPAR EXPRESS LANE TOTAL PARTS														
54					PERSONNEL SUMMARY														
55					GENERAL MANAGER	MANAGER	F & MGR NEW/USED	SALES PERSON	TECHNICIAN CO-OP/AT	TECHNICIAN COMPETITIVE	CLERICAL	OTHER	TOTAL	STALLS CO-OP/AT	STALLS COMPETITIVE				
56	NEW	BB10	BB11	2	BB12	2	BB12	8			BB13	1	BB14	2	BB15	15	CC01	CC02	
57	USED	BB14	BB15	2	BB16	1	BB16	8			BB17		BB18	1	BB19	12	CC03	CC04	
58	SERVICE	CC05	CC06	1			CC07	5	CC08	17	CC09	1	CC10	4	CC11	34	CC12	CC13	
59	PARTS	CC14	CC15	1			CC16	8			CC17		CC18		CC19	9	CC20	CC21	
60	BODY	CC22	CC23				CC24		CC25		CC26		CC27		CC28		CC29	CC30	
61	ADM/OFFICE	CC31	CC32	1			CC33		CC34		CC35	5	CC36		CC37	7	CC38	CC39	
62	TOTAL	CC40	CC41	7	CC42	3	CC43	29	CC44	17	CC45	6	CC46	7	CC47	77	CC48	CC49	
63					LABOR RATES AND EFFICIENCY														
64					RETAIL CUST. PAY	\$	95						RETAIL CUST. PAY	\$	84				
65					WARR. ROAD READY	\$	86						WARR. ROAD READY	\$	85				
66					QUICK SERVICE	\$	95						QUICK SERVICE	\$	47				
67					INTERNAL	\$	71						INTERNAL	\$	59				
68					B & P CUST. PAY	\$							B & P CUST. PAY	\$					
69					B & P WARRANTY	\$							B & P WARRANTY	\$					
70					SERVICE LABOR HOURS BILLED	MTD	YTD						SERVICE LABOR EFFICIENCY	MTD	YTD				
71					CUSTOMER MECH	0001	1962	10829					TOTAL SERVICE LABOR HOURS BILLED	0001	3509	20785			
72					QUICK SERVICE	0004	65	952											
73					SERVICE CONTRACT	0005	73	675											
74					WARRANTY & ROAD READY	0006	323	2127					TOTAL SERVICE TECH HOURS AVAILABLE	0001	3436	16774	0001	102.1	123.9
75					INTERNAL	0007	1086	6202											
76					CUSTOMER - NON-AUTO	0008													

10 JUL 13 18:39

FORMS & SUPPLIES CALL TOLL FREE 1-800-4-A-SPASH-4010 REORDER CATALOG #000350 REV 5/13 (PAGE 5)